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**ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
and Covad Communications Company)
Joint Petition for Approval of Merger)
Amendment to the Negotiated Interconnection)
Agreement dated January 20, 2000,)
pursuant to 47 U.S.C. § 252)**

00 - 0253

**JOINT PETITION FOR APPROVAL OF THE MERGER AMENDMENT
TO THE
NEGOTIATED INTERCONNECTION AGREEMENT BETWEEN
COVAD COMMUNICATIONS COMPANY AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company ("Ameritech Illinois") and Covad Communications Company through counsel, hereby request that the Commission review and approve the attached Merger Amendment to the Interconnection Agreement dated January 20, 2000 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 U.S.C. §§ 252 (a)(1), 252(e), (the "Act") and conditions for FCC Order approving SBC/Ameritech merger in CC Docket No. 98-141 (the "FCC Conditions"). In support of their request, the parties state as follows:

1. The Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this Amendment to set forth such terms and conditions.

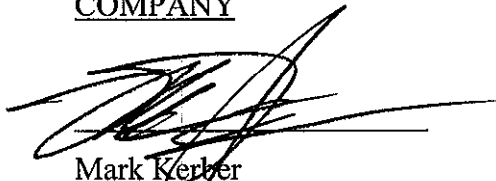
2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.

3. Copies of the Merger Amendment are available for public inspection in Ameritech Illinois' public offices.

WHEREFORE, Ameritech Illinois and Covad Communications Company respectfully request that the Commission approve the attached Merger Amendment to the Interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

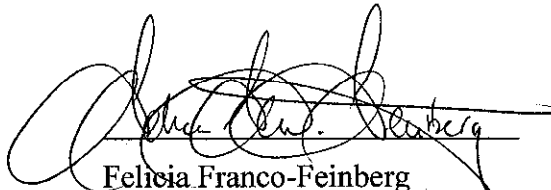
Respectfully submitted this 30th day of March, 2000

AMERITECH ILLINOIS
COMPANY



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Counsel

COVAD COMMUNICATIONS



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Counsel

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

**ILLINOIS BELL TELEPHONE COMPANY)
(Ameritech Illinois))
and Covad Communications Company)
Joint Petition for Approval of Merger)
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STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL

I, Willena D. Slocum, am Project Manager-Contract Negotiations Support for Southwestern Bell Telephone Company/Illinois Bell Telephone Company, and submit this Statement in support of the Joint Petition for Approval of the Merger Amendment to the Negotiated Interconnection Agreement between Covad Communications Company and Ameritech Illinois.

The attached Merger Amendment to the Interconnection Agreement (the "Agreement") between Illinois Bell Telephone Company ("Ameritech Illinois") and Covad Communications Company was reached through voluntary negotiations between the parties. Accordingly, Ameritech Illinois and Covad Communications Company requests approval pursuant to Sections 252(a)(1), 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the "Act") and FCC Order in CC Docket No. 98-141.

The Agreement meets all the requirements of the Act and the Commission should approve it.

The Agreement is amended as follows:

- ◆ Adds items to the Defined Terms of the Agreement.

- ◆ Adds new Section 9.7.4, OSS Discounts – incorporates rates, terms and conditions that reflect the advanced services OSS discounts as described in the FCC Conditions, Paragraph 18.
- ◆ Adds new Section 9.7.5, Uniform Interim Rates for Conditioning xDSL Loops – provides conditioning of xDSL Loop(s) at the uniform interim rates and on the terms and conditions set forth in FCC Conditions, Paragraph 21.
- ◆ Adds to Article 19 the following Section:
Section 19.19 – FCC Conditions Certification for OSS Discounts as required by Paragraph 18 of the FCC Conditions.
- ◆ Adds new Schedule 19.1.
- ◆ Section 28.4 amended by adding the following at the end thereof:
 - ◆ In addition to the foregoing, upon Requesting Carrier's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in Paragraph 54 and Attachment D of the FCC Condition, the terms and conditions of which are incorporated herein by this reference.
- ◆ Adds new Section 29.6 - Effect of Conditions, pursuant to Paragraph 75 of FCC Conditions.
- ◆ Adds new Section 30.18 – parties shall follow the uniform change management process pursuant to FCC Conditions, Paragraph 32.
- ◆ The following definitions in Schedule 1.2 added to Agreement:
“Advanced Services” is as defined in Paragraph 2 of the FCC Conditions.
“FCC Conditions” means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.
- ◆ Makes other modifications to the Agreement necessary to incorporate the above amendments.

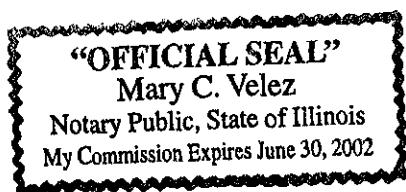
STATE OF ILLINOIS)
)
COUNTY OF COOK)

VERIFICATION

Willena D. Slocum, being duly sworn, states on oath that she is Project Manager – Contract Negotiations Support for Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of her knowledge, information and belief.

Willena D. Slocum
Willena D. Slocum

Subscribed and sworn to before me this 30 day of March, 2000.



Mary C. Velez
Notary Public

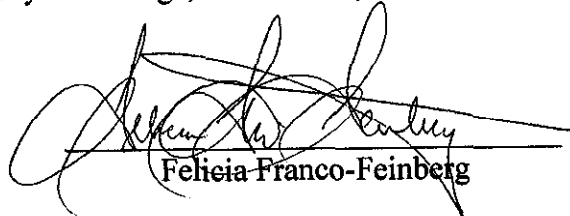
STATE OF ILLINOIS

COUNTY OF COOK

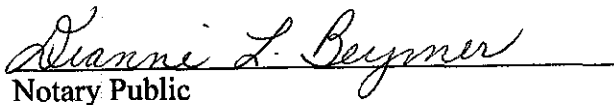
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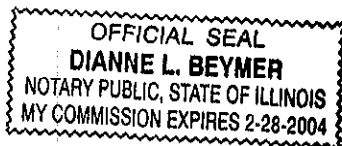
VERIFICATION

I, Felicia Franco-Feinberg, do on oath depose and state that I am Regional Counsel for Covad Communications Company and that the facts contained in the foregoing Joint Petition for Approval of the Merger Amendment to the Negotiated Interconnection Agreement between Covad Communications Company and Ameritech Illinois is true and correct to the best of my knowledge, information, and belief.


Felicia Franco-Feinberg

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF MARCH, 2000.


Notary Public



**MERGER AMENDMENT TO THE
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Merger Amendment to the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the "**Amendment**") is dated as of January 20, 2000 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., with its principal offices at 350 North Orleans, Chicago, Illinois 60654, on behalf of and as an agent of Ameritech Illinois, ("**Ameritech**") and Covad Communications Company & DIECA Communications Inc. d/b/a Covad Communications Company, with its principal offices at 2330 Central Expressway, Santa Clara, California 95050 ("**Requesting Carrier**").

WHEREAS, Ameritech and Requesting Carrier are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of June 26, 1998 (the "**Agreement**");

WHEREAS, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "FCC Conditions"), agreed to offer certain advanced services OSS discounts on terms and conditions described in the FCC Conditions; and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the advanced services OSS discounts as described in the FCC Conditions and incorporated by reference into this Amendment.

WHEREAS, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "FCC Conditions"), agreed to offer certain uniform rates for conditioning of xDSL loops on terms and conditions described in the FCC Conditions; and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the uniform interim rates for conditioning of xDSL loops as described in the FCC Conditions and incorporated by reference into this Amendment.

WHEREAS, Ameritech, in the Paragraph 32 of Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "FCC Conditions"), agreed to negotiate with interested CLECs a uniform change management process for implementation in the SBC/Ameritech Service Area; and

WHEREAS, Ameritech further agreed in the FCC Conditions to offer to include in its Interconnection Agreements with CLECs a commitment to follow the uniform change management process agreed upon with interested CLECs in such negotiations.

WHEREAS, Ameritech, in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (the "FCC Conditions"), agreed to implement an alternative dispute resolution ("ADR") process designed to resolve carrier-to-carrier disputes before such disputes become formal complaints before the Illinois Commerce Commission (the "Commission"); and

WHEREAS, the Parties are entering into this Amendment to incorporate into the Agreement the rates, terms and conditions that reflect the ADR process, as described in the FCC Conditions and incorporated by reference into this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

1.0 DEFINED TERMS; DATES OF REFERENCE

1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement and in the FCC Conditions.

1.2 "Amendment Effective Date" shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act.

1.3 For purposes of calculating the intervals set forth in the FCC Conditions:

(a) the Merger Closing Date is October 8, 1999.

2.0 AMENDMENTS TO THE AGREEMENT

Subject to Section 3.0 below, on and after the Amendment Effective Date, the Agreement is amended as follows:

2.1 Section 9.7 of the Agreement is amended by adding thereto the following new Sections:

9.7.4 OSS Discounts. Beginning thirty (30) days after the Merger Closing Date, Ameritech will, subject to Requesting Carrier's qualification and compliance with the provisions of Paragraph 18 of the FCC Conditions, provide Requesting Carrier access to unbundled 2-Wire ADSL-Compatible Loop(s), 2-Wire HDSL-Compatible Loop(s) and/or 4-Wire HDSL-Compatible Loop(s) described in Schedule 9.2.1 used to provide Advanced Services at the rates and on the terms and conditions set forth in Paragraph 18 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference. If Requesting Carrier does not qualify for the OSS discounts set forth in Paragraph 18 of the FCC Conditions, Ameritech's

provision and Requesting Carrier's payment for unbundled Local Loops shall continue to be governed by Article IX.

9.7.5 Uniform Interim Rates for Conditioning xDSL Loops.

Ameritech will provide Requesting Carrier conditioning of xDSL Loop(s) at the uniform interim rates and on the terms and conditions set forth in Paragraph 21 of the FCC Conditions for the period specified therein, the rates, terms and conditions of which are incorporated herein by this reference.

2.2 Article XIX of the Agreement is amended by adding thereto new Section as follows:

19.19 FCC Conditions Certification. In order to qualify for the OSS Discounts set forth in Section 9.7.4, Requesting Carrier shall deliver to Ameritech and the Commission, initially and on a quarterly basis, a Certificate of Eligibility for OSS Discounts in the form set forth on Schedule 19.1 as specifically required by Paragraph 18 of the FCC Conditions.

2.3 New Schedule 19.1 is hereby added to the Agreement in the form attached hereto as Attachment I.

2.4 Section 28.4 of the Agreement is amended by adding the following at the end thereof:

In addition to the foregoing, upon Requesting Carrier's request, the Parties shall adhere to and implement, as applicable, the Alternative Dispute Resolution guidelines and procedures described in Paragraph 54 and Attachment D of the FCC Conditions, the terms and conditions of which are incorporated herein by this reference.

2.5 Article XXIX is amended by adding the following new Section thereto:

29.6 Effect of Conditions. In accordance with Paragraph 75 of the FCC Conditions, if any of the FCC Conditions contained in this Agreement and conditions imposed in connection with the merger under Illinois law grant similar rights against Ameritech, Requesting Carrier shall not have a right to invoke the relevant terms of these FCC Conditions contained in this Agreement, if Requesting Carrier has invoked substantially related conditions imposed on the merger under Illinois law.

2.6 **Article XXX** is amended by renumbering **Section 30.18** to **Section 30.19** and adding the following new **Section 30.18**:

30.18 Ameritech and Requesting Carrier shall follow the uniform change management process agreed upon with interested CLECs pursuant to Paragraph 32 of the FCC Conditions.

2.7 **Schedule 1.2** of the Agreement is amended by adding the following definitions in appropriate alphabetical order:

"Advanced Services" is as defined in Paragraph 2 of the FCC Conditions.

"FCC Conditions" means the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141.

3.0 SUSPENSION OF CONDITIONS

Notwithstanding anything to the contrary in the Agreement or this Amendment, if the Merger Agreement is terminated, or the FCC Conditions are overturned or any of the provisions of the FCC Conditions that are incorporated herein by reference are amended or modified as a result of any order or finding by a court of competent jurisdiction or other governmental authority, the provisions described in **Section 2.0** of this Amendment shall be automatically, without notice, suspended as of the date of such termination or order or finding and shall not apply after the date of such termination or order or finding.

4.0 MISCELLANEOUS

4.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically noted.


4.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Illinois, without reference to conflict of law provisions.

4.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.


4.4 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

Covad Communications Company &
DIECA Communications Inc. d/b/a
Covad Communications Company

By: 
Printed: Dhruv Khanna
Title: EVP, General Counsel
and Secretary

Ameritech Information Industry Services,
a division of Ameritech Services, Inc., on
behalf of and as agent for Ameritech
Illinois.

By: 
Printed: Larry B. Cooper
Title: President-Industry Markets